UNITED STATES PATENT AND TRADEMARK OFFICE

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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

Application Number: 10/806,779
Filing Date: March 23, 2004
Appellant(s): SPEARE ET AL.

Tan-Chi Yuan
For Appellant

EXAMINER'S ANSWER

This is in response to the appeal brief filed 01/28/2008 and amended Summary of Claimed

Subject matter filed on 05/21/2008 appealing from the Office action mailed 05/11/2007.

(1) Real Party in Interest

A statement identifying by name the real party in interest is contained in the brief.

(2) Related Appeals and Interferences

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

(3) Status of Claims

The statement of the status of claims contained in the brief is correct.

(4) Status of Amendments After Final

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

(5) Summary of Claimed Subject Matter

The summary of claimed subject matter contained in the brief is correct.

(6) Grounds of Rejection to be Reviewed on Appeal

The appellant's statement of the grounds of rejection to be reviewed on appeal is substantially correct. The changes are as follows:

- The rejection of Claim 1-27 under 35 U.S.C. 102(b) as being anticipated by SealedMedia, "Software Developer's Kit", is presented for review on Appeal.

WITHDRAWN REJECTIONS

- The following grounds of rejection are not presented for review on appeal because they have been withdrawn by the examiner.

The rejection of claims 1-4, 5, 6-9, 10, 11-14, 15 under 35 U.S.C 112 second paragraph is withdrawn.

(7) Claims Appendix

The copy of the appealed claims contained in the Appendix to the brief is correct.

(8) Evidence Relied Upon

SealedMedia, "Software Developer's Kit", www.sealedmedia.com (3-2003), pp. 1-45.

(9) Grounds of Rejection

The following ground(s) of rejection are applicable to the appealed claims:

Claim 1-27 are rejected under 35 U.S.C. 102(b) as being anticipated by SealedMedia, "Software Developer's Kit", 2002.

As per Claim 1: Regarding claimed limitation:

A computerized method for updating content in an electronic document, wherein the updating relies on the existence of a persisted policy scheme, the computerized method comprising:

accepting the electronic document (p. 8, Figure 2, "content set" (i.e. a content set such as 'The Herald' that are associated with licenses by a publisher));

identifying one or more rights management protections associated with content of electronic document (See Figure 2, "sealed contents", "categories", "items" (i.e. *content of electronic document*) in accordance to license 1, license 2, or license 3, etc. (i.e. *rights management protections*))*, said rights management protections being defined by persisted policy scheme* (See p. 12: such as "validity

of a license", i.e. a sealed content, a category, a item is valid within the time in the validity. See p. 15, the table: *defined by persisted policy scheme*);

pre-licensing the accepted electronic document by obtaining a use license on behalf of a user, said use license being defined by the persisted policy scheme and being associated with the content of the electronic document (See p. 5: three squared boxes. In this descriptions, it is understood that client/recipient license and its policy are identified in accordance to the validity when accessing to a content set like the content set 'The Herald' as shown in Figure 2 (p. 8));

determining whether the content of the electronic document has exceeded the rights management protections ***<u>defined by the persisted policy scheme</u>*** (See Figure 2, the content set The Herald (claimed interpretation: *electronic document*) displays the URLs, Categories, Items (claimed interpretation: *the content of the electronic document*) which are canned within the content set 'The Herald'. Depending on the licensing scenario (i.e. licenses 1 to 3), each sealed content (i.e. URLs, Categories, Items), is rendered within its box of the content set. According to Validity and expiry (i.e. *determining*), start at p, 14: If the sealed content is valid, sealed contents like URLs, Items would be rendered);

if the electronic document has exceeded the rights management protections (See Validity and expiry, start at p, 14, "expiry")***, replacing a portion of the content of the electronic document with an indicating piece of data such that the content of the electronic document is modified***

(According to the description in Validity and expiry, start at p, 14: it is understood that if the sealed content is expired, sealed contents like URLs, Items within the content set 'The Herald' would be substituted by either, a blank (see descriptions in p. 8), a macros embedded in a URL,

or a default URL with the information why the sealed content cannot be displayed (It should be noted that this is displayed within the canned sealed content within the consent set, not a new webpage). Therefore, it has means for *replacing a portion of the content of the electronic document with an indicating piece of data* – For example see p. 9, paragraph "The URLs specified in the content set...", referring to passage: "*You can embed macros in these URLs that will be substituted by the Unsealer when the URL is passed to the browser*"; also see p. 10, paragraph "The metadata is used..", this paragraph refers to a sealed content in which its licensing scenario is invalid: "If no valid license is available, the Unsealer displays a status page describing why the content cannot be rendered, with a link to the Default URL". It should be noted that this Default URL must be rendered within the canned sealed-content of the content set The Herald); *and*

permitting use of the modified content of the electronic document in accordance with the obtained use license." (in light of the specification (see spec: p.18: [0043]): modified content is a canned message such as, "The rights management protected content of this message has expired". This message is rendered to replace for the content in the electronic document. Thus, refer to the blank (p.8), the default URL (p. 9 or p. 10) with the explanation, or the macro (p. 9: paragraph: "The URLs specified.."), where each of these is passed to the browser to replace for a sealed content, a category, or an item which is <u>canned</u> in a content set as such the content set "The Herald" shown in Figure 2).

As per Claim 2: SealedMedia disclose the claimed limitation because it includes email scheme (See p.31: Email gateway).

As per Claim 3: SealedMedia disclose the claimed limitation because it discusses time-based licensing manner (See p.12).

As per Claim 4: SealedMedia disclose the claimed limitation because the appearance of

unavailable contents/documents is in ad-hoc manner (e.g. see Figure 2).

As per Claims 5, 16, 17-18, and 19: These claims have the limitations corresponding to Claim 1:

replacing (claim 5) (or *to replace* (claims 16, 17-18, 19) *a portion of the content of the*

electronic document with an indicating piece of data such that the content of the electronic

document is modified, and Appellants submitted the same reason for claim 1 for the above

limitation. Therefore, the rejection of the claims 5, 16, 17-18, and 19 stands or falls together with

claim 1.

As per claim 6: Regarding claimed limitation:

A computerized method for updating content in an electronic document, wherein the updating

relies on the existence of a persisted policy scheme, the computerized method comprising:

accepting the electronic document (p. 8, Figure 2, "content set" (i.e. a content set such as 'The Herald'

that are associated with licenses by a publisher));

identifying one or more rights management protections associated with content of the

electronic document (See Figure 2, "sealed contents", "categories", "items" (i.e. *content of*

electronic document) in accordance to license 1, license 2, or license 3, etc. (i.e. *rights management*

protections))*, said rights management protections defining an expiration according to the*

persisted policy scheme (See p. 12: such as "validity of a license", i.e. a sealed content, a

category, a item is valid within the time in the validity. See p. 15, the table: for claiming *defining*

an expiration according to the persisted policy scheme);

pre-licensing the accepted electronic document by obtaining a use license on behalf of a

user, said use license being defined by the persisted policy scheme and being associated with

the content of the electronic document (See p. 5: three squared boxes. In this descriptions, it is

understood that client/recipient license and its policy are identified in accordance to the validity

when accessing to a content set like the content set 'The Herald' as shown in Figure 2 (p. 8));

determining whether the content of the electronic document has exceeded the expiration of

the rights management protections defined by the persisted policy scheme (See p. 14 and p. 15,

Validity and expiry); ***and***

if the content of the electronic document has exceeded the expiration of the rights

management protections (i.e. "expiry"), ***deleting the content of the electronic document such***

that the content of the electronic document is unavailable for use in accordance with the

obtained use license (See p. 8, refer to "left blank", and see p, 14: If the sealed content is

expired, sealed contents like URLs or Items within the content set 'The Herald' would be

substituted by either a macros embedded in a URL or a default URL with the information why

the sealed content cannot be displayed or a (It should be noted that this is displayed within the

canned sealed content within the consent set, not a new webpage). Therefore, it has means for

deleting the content of the electronic document such that the content of the electronic document

is unavailable for use in accordance with the obtained use license. For example see p. 9,

paragraph "The URLs specified in the content set...", referring to passage: "*You can embed macros*

in these URLs that will be substituted by the Unsealer when the URL is passed to the browser"; also see p. 10,

paragraph "The metadata is used..", this paragraph refers to a sealed content in which its

licensing scenario is invalid: "If no valid license is available, the Unsealer displays a status page describing

why the content cannot be rendered, with a link to the Default URL". Furthermore, the sealed content (i.e.

URLs, Categories, Items) is not only being rendered in the content set, it is also being deleted

from the user cache (see p. 14: second paragraph "To avoid the perpetuity...", refer to: 'garbage

collected from the user's SealedMedia account either on the license server or in the license cache on the user's hard

disk') for avoiding the perpetuity problem).

As per Claims 7-9, 10, 20, 21-22 and 23: These claims have the limitations corresponding to

Claim 6:

deleting (claims 7-9, 10) (or *to delete* (claims 20, 21-22, 23) ***the content of the electronic***

document such that the content of the electronic document is unavailable for use in

accordance with the obtained use license, and Appellants submitted the same reason for claim 6

for the above limitation. Therefore, the rejection of the claims 7-9, 10, 20, 21-22 and 23 stands or

falls together with claim 6.

As per claim 11: Regarding claimed limitation:

A computerized method for updating content in an electronic document, wherein the updating

relies on the existence of a persisted policy scheme, the computerized method comprising:

accepting the electronic document (p. 8, Figure 2, "content set" (i.e. a content set such as 'The Herald'

that are associated with licenses by a publisher));

identifying one or more rights management protections associated with content of the

electronic document (See Figure 2, "sealed contents", "categories", "items" (i.e. *content of*

electronic document) in accordance to license 1, license 2, or license 3, etc. (i.e. *rights management*

protections)), **said rights management protections defining an expiration according to the**

persisted policy scheme (See p. 12: such as "validity of a license", i.e. a sealed content, a

category, a item is valid within the time in the validity. See p. 15, the table: *defining an expiration*

according to the persisted policy scheme);

pre-licensing the accepted electronic document by obtaining a use license on behalf of a

user, said use license being defined by the persisted policy scheme and being associated with

the content of the electronic document, said use license granting access to the content of the

electronic document by the user (See p. 5: three squared boxes, in this descriptions, it is

understood that client/recipient license and its policy are identified in accordance to the validity

when accessing to a content set like the content set 'The Herald' shown in Figure 2 (p.8));

determining whether the content of the electronic document has exceeded an expiration of

the rights management protections defined by the persisted policy scheme (See Figure 2, the

content set The Herald (claimed interpretation: *electronic document*) displays the URLs, Categories,

Items (claimed interpretation: *the content of the electronic document*) which are canned within the content

set 'The Herald'. Depending on the licensing scenario (i.e. licenses 1 to 3), each sealed content

(i.e. URLs, Categories, Items), is rendered within its box of the content set. According to Validity

and expiry (i.e. *determining*), start at p, 14: If the sealed content is valid, sealed contents like

URLs, Items would be rendered); **and**

if the content of the electronic document has exceeded the expiration of the rights

management protections, replacing a portion of the content of the electronic document with a

refreshed copy of the portion of the content of the electronic document such that the electronic

document maintains the rights management protections even though the user is pre-licensed

to access the original content of the electronic document in accordance with the obtained use

license. (First of all: the recitation is not seen clearly from the specification. There is only a very

little discussion in the spec: p.18-19: [0044] "Alternately, the message body may be refreshed with content

more current then expired content". Since the claim recites: *if the content of the electronic document*

has exceeded the expiration of the rights, therefore, the refreshed copy cannot be the sealed

content, but something else for indicating expiry. Accordingly, SealMedia provides its developer

to replace the sealed content with a Default URL with information, or a macro as discussed in the

claim 1 and claim 6 [i.e. *replacing a portion of the content of the electronic document with a*

refreshed copy of the portion of the content of the electronic document], On the other hand, the

server of the SealedMedia always maintains update version of the sealed contents (See p. 9, last

paragraph: 'The other URLs (and the publisher URL) are looked up when requested, and can therefore be updated

without affecting the user experience', or see p. 26-28: "How automatic upgrading works").

As per Claims 12-14, 15, 24, 25-26, 27: These claims have the limitations corresponding to

Claim 11:

replacing (claims 12-14) (or *updating* (claim 15)*,* or *to replace* (claims 24, 25-26, 27)) ***a portion***

of the content of the electronic document with a refreshed copy of the portion of the content of

the electronic document such that the electronic document maintains the rights management

protections even though the user is pre-licensed to access the original content of the electronic

document in accordance with the obtained use license, and Appellants submitted the same

reason for claim 11 for the above limitation. Therefore, the rejection of the claims 12-14, 15, 24

and 25-26, 27 stands or falls together with claim 11.

(10) Response to Argument

Summary the subject matters in the SealedMedia reference relied on by the Examiner:

The SealedMedia reference is a software developer's Kit. It takes Figure 2 as an example

for developing the rights management protections. A content set such as 'The Herald' appears

being an electronic document. The content set 'The Herald' includes one or more **sealed**

contents: one or more URLs, one or more **categories**, and one or more **items**, etc. Thus, 'The

Herald' appears being an online electronic document displayable to a browser of a client or a

recipient.

It should be noted that a web page is an electronic document. In a web page, it consists of

pictures, texts, message, etc. Each of these elements is a resource or file embedded in the web

page from a link to an URL. When a resource such as a picture or a text message is available in

an URL, at runtime, at a web browser, it is rendered in the web page within a designated area. If

the resource is not available or the URL is invalid, the web user usually sees a blank or an error

message embedded with code 404caused by the http protocol. It will take place in the area

embedded for the resource. This is **well-known**.

The SealedMedia reference shows an example of **a content set**: 'TheHerald'. There are

various types of **sealed contents** in the content set.

The SealedMedia takes an example of the three licenses:

license 1 can be view various sealed contents of the Herald.

license 2 can be view various sealed contents of the Herald and Categories;

license 3 can be view various sealed contents of the Herald and Items.

On the page 12: SealedMedia defines "Validity" of a license: Validity = [t_{start} t_{stop}]. It is the interval of the time in which a license is valid or under the rights management protections. Therefore, it could be understood that a sealed content, a Category, or an Item if it is licensed within this period, it can be rendered. Otherwise, something else has to be replaced. When something is shown for the other thing, it has the means for REPLACING, UPDATING, SUBTITUTING, etc.

SealedMedia addressed that a content set can be subdivided into one or more categories, and each can be licensed individually [see p. 6, paragraph 6 (start with The Publisher contains a number of content sets..)]. It shows in the content set 'The Herald' with the embedded/canned URLs, categories, Items; each is being rendered in accordance to the types of licenses (i.e. license 1, license 2, license 3, etc.). Thus, it could be understood that a client or a recipient could hold various types of licenses as a matter of choices based on the statement discussed in the reference, "each category can be licensed individually". It could be understood that Categories or Items are resources rendered as texts, messages, pictures linking from URLs and being canned within the fields of the content set 'The Herald'. Therefore, a client/recipient based on his/her holding licenses cannot view a sealed content, a category, or an item if the time in one of his or her licenses has exceeded the rights of management protections. According to the development of the SealedMedia developer, when expired, the client or the recipient will not see one of the sealed content, but only sees:

(a) a blank in the place of the expiry sealed content (p. 8);

(b) a message in the place of the expiry sealed content, the message indicates why the

sealed content cannot be rendered; this message is caused by a Default URL (p. 10, paragraph,

"The metadata is used by the Unsealer to identify…"); or

(c) a substitution of additional information about sealed content, or a macro for the URL

(p. 9, paragraph "The URLs specified in the content set…").

Clearly, the sealed content, which is represented as a URL, a Category, or an Item, has

been REPLACED, SUBSTITUED, or UPDATED by something else within the content set 'The

Herald' in accordance to the validity as defined in pages 14 and 15.

A. **Argument of Claims 1, 2-4, 5, 16, 17-18, and 19**:

Appellants argued claim 1 and submitted the arguments of Claims 2-4, Claim 5, and

Claims 16, 17-18, and 19, separately, but the arguments for these claims appear the same as the

argument to claim 1.

Therefore, the Examiner' response for the arguments to claims 1, 2-4, 5, 16, 17-18, and

19 is as in the same group.

In the argument to the claim 1, Appellant argued SealMedia fails to teach: *"replacing a*

portion of the content of the electronic document with an indicating piece of data such that the

content of the electronic document is modified", if the content of the electronic document has

exceeded the rights management protections. Appellants reasoned that the Unsealer of the

SealedMedia for displaying a status page describing why the content cannot be rendered, is

contrary to their claimed limitation above, by contending that nowhere the SealedMedia shows

"**replacing** a portion of **the content...**". Appellants merely reasoned that <u>the sealed content is</u> <u>still there</u> because it is provided to link to the URL, and retrieving the Default URL cannot anticipated "replace a portion of the content".

      <u>Response to the argument of Claim 1</u>:

      Response to the argument that the SealedMedia fails to teach *"replacing a portion of the content of the electronic document with an indicating piece of data such that the content of the electronic document is modified"*, by merely reasoned that the sealed content is still there because it is provided to link to the URL, and retrieving the Default URL cannot anticipated "replace a portion of the content".

      Examiner disagrees: First of all, the limitation as a whole recites *replacing a portion of the content of the electronic document with indicating piece of data.* In the arguments for this claim, Appellants appears not arguing the claim language.

      On the other hand, the claimed recitation above reads on the SealedMedia's replacement of a sealed content with something else within this location when expiration, i.e. a status indication why expiry rather the sealed content itself. With the expiration on a type of licenses, the client or recipient who browses the content set 'The Herald' will see either see (a), (b), or (c) as discussed in the examiner summary above. Even seeing (a): a blank, it also takes in the place of the sealed content. Thus, it is a <u>replacement</u>. A blank is also a *piece of data*, where the *indicating piece of data* in this manner is a blank message. If a SealedMedia developer who codes the content set uses a Default URL, then the Client or the Recipient will see a replacement in the content set 'The Herald' at the place at the sealed content an <u>information message</u> as

discussed in seeing (b) above. As per Appellants' argument that the sealed content is still there:

It should be noted that if the sealed content is still there, it is only in the location of a URL

remotely from the client or the recipient. It is not in the content set browsed by the client or the

recipient. Moreover, if the resource of the sealed content is downloaded in the client's cache or

the recipient's cache, the Unsealer has been already provided with a mechanism of deleting (see

p. 14: second paragraph, "To avoid the perpetuity problem…").

Response to Argument of Claims 2-4: Appellants' argument has submitted the same

reason of Claim 1 for Claims 2-4. Therefore, the rejection of claims 2-4 stands or falls together

with claim 1.

Response to Argument of Claim 5: Appellants' argument to claim 5 is separately.

However, Appellants have submitted the same argument of claim 1 for claim 5. For example,

Appellants argument is that "no where does the SealMedia reference disclose or suggest a

portion of the content is "*replaced with an indicating piece of data such that the content of the*

electronic document is modified", which is the same limitation of the claim 1. Furthermore,

claim 5 appears a computer-storage medium that contains instructions for doing the method of

claim 1. Therefore, the rejection of claim 5 stands or falls together with claim 1.

Response to the arguments of Claims 16, 17-18, and 19:

Even arguing separately, Appellants have submitted the same argument of Claim 1 for

Claims 16, 17-18, and 19. Therefore, the rejection of claims 16, 17-18, and 19 stands or falls

together with claim 1.

B. **Argument of Claims 6, 7-9, Claim 10, Claims 20, 21-22, and Claim 23**:

Appellants argued claim 6 and submitted the arguments of Claims 7-9, Claim 10, Claims
20, 21-22, and Claim 23, separately, but the arguments for these claims appear the same as the
argument to claim 6.

Therefore, the Examiner' response for the arguments to claims 6, 7-9, Claim 10, Claims
20, 21-22, and Claim 23, is as in the same group.

In the argument to Claim 6, Appellant argued SealMedia fails to teach: "if the content of
the electronic document has exceeded the expiration of the rights management protections,
deleting the content of the electronic document such that the content of the electronic document
is unavailable for use in accordance with the obtained use license" (emphasis added). Appellants
reasoned that the SealedMedia fails to teach "deleting the content" because the SealedMedia
requires that the sealed content includes a "Default URL" that must be valid in perpetuity.
Appellants reasoned that the Default URL field is a metadata field that is sealed in with the
content.

Response to the argument of Claim 6:

Response to the argument that the SealedMedia fails to teach fails to teach: "if the
content of the electronic document has exceeded the expiration of the rights management
protections, *deleting the content of the electronic document such that the content of the*
electronic document is unavailable for use in accordance with the obtained use license", by

alleging that nowhere does the SealedMedia discloses or suggest, "*deleting the content of the electronic document …*". Appellant reasoned that SealedMedia requires the sealed content includes a default URL that must be valid in perpetuity.

Examiner disagrees: First of all, it should be understood that a URL is known as an Internet address. For example, *http://www.abcd.com/default/*. It usually consists of the access protocol (*http*), the domain name (i.e. *www.abcd.com*), and optionally the path (i.e. *default*) to a file or resource residing on the server's directory *default*. Thus, the statement in the SealedMedia "The default URL is sealed in with the content and must therefore be valid in perpetuity" should be understood that **the link** to the address of the default URL is **valid in perpetuity**. The perpetuity of an address of a link appears ensuring that the retrieval of a URL cannot cause an error in rendering a page. It should be noted that a resource or a file linking to a URL can be altered, changed, or deleted. Simply, if the resource indicating a piece of information for displaying a status page is deleted, the client or the recipient of 'The Herald' will see the blank, and thus the SealedMedia inherently teaching deleting. However, Appellants argued away from the claim language, that is: *deleting the content of the electronic document such that the content of the electronic document is unavailable for use in accordance with the obtained use license*". With this recitation, it is anticipated in many SealedMedia's teachings. Firstly, a blank for the replacement of a sealed content (p. 8) has the means for deleting of the sealed content within the browser of the client or the recipient because the sealed content is no longer rendered to the client. Furthermore, a sealed content represents a resource or a file that links to a valid URL, if it is downloaded to the hard disk of the client or the recipient, then in the expiration period, the Unsealer will delete this sealed content for avoiding the perpetuity problem

(See p. 14, second paragraph). Thus, it also has the means for deleting of the sealed content and causing the content of the electronic document is unavailable for use in accordance with the obtained use license.

Response to the argument of Claims 7-9, Claim 10, Claims 20, 21-22, and Claim 23:

Even arguing separately, Appellants have submitted the same argument of Claim 6 for Claims 7-9, Claim 10, Claims 20, 21-22, and Claim 23. Therefore, the rejection of claims 7-9, Claim 10, Claims 20, 21-22, and Claim 23 stands or falls together with claim 6.

C. **Argument of Claims 11, 12-14, Claim 15, Claims 24, 25-26, and Claim 27**:

Appellants argued claim 11 and submitted the arguments of Claims 12-14, Claim 15, Claims 24, 25-26, and Claim 27, separately, but the arguments for these claims appear the same as the argument to claim 11.

Therefore, the Examiner' response for the arguments to claims 11, 12-14, Claim 15, Claims 24, 25-26, and Claim 27 is as in the same group.

In the argument to Claim 11, Appellant argued SealMedia fails to teach: "*replacing a portion of the content of the electronic document with a refreshed copy of the portion of the content of the electronic document such that the electronic document maintains the rights management protections even though the user is pre-licensed to access the original content of the electronic document in accordance with the obtained use license,*" (emphasis added).

Appellants' argument appears being based on their contention that the SealedMedia does not

teach "replacing". Appellants appear replied on the word "*a refreshed copy of the portion of the*

content" and thus reasoned this claim is the different scope from other claims such as claim 1 or

claim 6.

    Response to the argument of Claim 11:

    Response to the argument that the SealedMedia fails to teach fails to teach:

    "*replacing a portion of the content of the electronic document with a refreshed copy of*

the portion of the content of the electronic document such that the electronic document maintains

the rights management protections even though the user is pre-licensed to access the original

content of the electronic document in accordance with the obtained use license," (emphasis

added). Appellants' argument appears addressing that SealedMedia does not teach "*a refreshed*

copy of the portion of the content" in which the electronic document *maintains the rights*

management protections even though the user is pre-licensed to access the original content of

the electronic document in accordance with the obtained use license.

    Examiner disagrees. With the argument, Appellants contended they described the

claimed recitation in their specification passage id [0044]. The passage id [0044] is nothing but

a common discussion. See this passage: "**Alternatively, the message body maybe refreshed**

with content more current then expired content". Based on this common discussion, nowhere

does the passage describe *maintains the rights management protections*.

    On the other hand, the claim is itself contradicted with an **"if statement"**:

"*if the content of the electronic document has exceeded the expiration of the rights management protections, replacing a portion of the content of the electronic document with a refreshed copy* of the portion of the content of the electronic document *such that the electronic document maintains the rights management protections* even though the user is pre-licensed to access the original content of the electronic document in accordance with the obtained use license.*" (emphasis added).

A statement cannot be both true [*if the electronic document has exceeded the expiration*] and false [*such that the electronic document maintains the rights management protections*].

Based on the passage [0044] that is identified by Appellants for supporting the above limitation, the refreshed copy is merely message information for indicating a content that is expired.

Since Appellant's summary of this limitation fails to provide a concise explanation, the limitation for replacing a portion of the content of the electronic document with a refreshed copy appears occurring in the period of expiration. The refreshed copy thus appears being a message for explaining the expiry of the content (spec: [0044]: "Alternatively, the message body maybe refreshed with content more current then expired content"). Therefore, this alternation of the message body is nothing, but the same as the status page in the SealedMedia, which is used for describing why the sealed content in a content set cannot be rendered (p. 10: paragraph "The metadata is used by the Unsealer…").

Response to the argument of Claims 12-14, Claim 15, Claims 24, 25-26, and Claim 27:

Even arguing separately, Appellants have submitted the same argument of Claim 11 for Claims 12-14, Claim 15, Claims 24, 25-26, and Claim 27. Therefore, the rejection of claims 12-14, Claim 15, Claims 24, 25-26, and Claim 27 stands or falls together with claim 11.

(11) Related Proceeding(s) Appendix

No decision rendered by a court or the Board is identified by the examiner in the Related

Appeals and Interferences section of this examiner's answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

TTV

/Ted T. Vo/
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